

17501.10.00

Rhodes Design and Development Corp.

4730 South Fort Apache Rd., Suite 300

Las Vegas, NV 89147

(702) 873-5338 Phone

(702) 873-5129 Fax

RECEIVED

AUG 13 2004

STANLEY CONSULTANTS

Consultant Agreement

Date: 7/22/2004
To: Stanley Consultants
Project: Kingman 7600
Type of Work: Civil Engineering
Contract#: 20000211

Attached you will find your Consultant Agreement for project stated above.

Please sign and initial all pages of both contracts as indicated and return both to our office, as soon as possible. An executed copy will be forwarded to you.

NOTE: Every page of this contract must be signed or initialed to be considered valid.

We look forward to a prosperous business relationship with your company.

Sincerely,

Rhodes Homes

COPIES:

8/16 PROJ. MGR.

8/16 SURVEY

8/16 PROCESSING

CLIENT

HYDRO

OTHER

ORIGINAL TO FILE

Contracts - Muscatine

17501.10.00
10.01

Contract #20000211

Consultant Agreement

This Agreement made this 22 day of July, 2004, by and between Rhodes Ranch General Partnership, hereinafter sometimes referred to as "Client", and Stanley Consultants, sometimes hereinafter referred to as "Consultant", provides as follows:

Date: 7/22/2004
 Project: Kingman 7600 (hereinafter sometimes referred to as "The Project")
 Contract Price Not to Exceed: \$282,000

RECITALS:

- A. Client is the developer of The Project. Client is entering this Agreement with Consultant to perform the professional services described within the Scope of Services, Exhibit "A", of this Agreement.
- B. Consultant has a complete understanding of the work required and is qualified to provide the professional services agreed to within this Agreement as requested by the Client. If Consultant is not qualified to perform the services indicated herein for completing the work, Consultant will immediately notify Client in writing of such.
- C. Consultant shall maintain the schedule as mutually agreed upon unless outside circumstances such as governmental reviews, natural disasters, or other unknown or uncontrollable influences occur. The client shall be notified immediately of any changes to the schedule.

WITNESSETH:

IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the Client and the Consultant agree as follows:

1. Services Consultant shall perform the professional services described in Exhibit "A" and elsewhere throughout this Agreement, attached hereto and incorporated herein by reference (the "Scope of Services").
2. Non-Exclusivity This Agreement shall not act as an exclusive contract limiting the Client to use only Consultant at the project.
3. Standards All services shall be performed by the Consultant, in a manner consistent with that level of care ordinarily exercised by reputable members of the profession currently practicing in the same locality under similar conditions

2

Rhodes Design and Development Corp.

Stanley Consultants

ST-RH034787

Contract #20000211

4. **Government Regulations** Consultant shall comply with all known laws, statutes, ordinances, standards, rules and regulations, policies, licensing requirements, insurance requirements, practices, and procedures of federal, state, municipal, and special district governmental authorities, which are applicable to the services covered under this Agreement

5. **Materials** All necessary labor, licenses, and any other items necessary to complete the services as outlined in Exhibit "A" (hereinafter collectively referred to as the "Materials"), must be furnished by the Consultant and shall be a part of the contract price unless it is specifically excluded in Exhibit A.

Reproduce six (6) copies of documents needed for the production, design and submittal of plans and maps are included in the contract price. In addition, one copy of each document, map, or plan will be provided to the Client during the preliminary stages, prior to the first submittal, after each additional submittal, and immediately after approval and recordation. The cost of all of these copies are included in the overall price of this contract

Any additional reproduction of plans and documents requested by Client which are not included in the contract price shall be directed by client to Client's reproduction company of choice at Client's expense. In the event changes are requested by the Client, an additional fee shall be negotiated for those copies at the instance of the Consultant at the time of request.

6. **Licensing Requirements** As a condition of this Agreement, Consultant shall maintain in effect at all times during the term of this Agreement, a valid and appropriate license and/or registration for the State of Nevada, or any other governmental or administrative body as may be applicable. Copies of current applicable licenses shall be submitted to Client upon request. Furthermore, Consultant shall ensure that each of its employees, Consultants, or similar personnel which are subject to licensing and/or registration, maintain in effect at all times said license and/or registration while performing work on the project. Consultant will notice Client in writing immediately of any changes to Consultant's registration license status.

7. **Key Personnel**

- a. Award of this contract was based upon a review of the personal qualifications proposed by the Consultant. This includes, but is not limited to, Consultant's current organizational chart, the described internal schedule of processing for the recordation of map(s), the current Principals of the company.
- b. The Client will be notified immediately if there is a change in Key Contact Personnel including the names and qualifications of these individuals.
- c. Should the individuals originally assigned to client not be able to perform the work, the Consultant shall send written notice of any proposed replacement or

Contract #20000211

addition, including a statement of qualifications by individual name. Such proposed replacement or addition must be sent to Client immediately.

- d. Client reserves the right to reject any proposed replacement or addition, and/or to request additional qualifying documentation.
- e. Key personnel designated by Consultant may be subject to an interview with Client to substantiate the knowledge and experience that has been represented.
- f. Prior to beginning work, the Consultant will supply Client with Key Contact Personnel with their job, title and, contact information. Consultant will also supply Client with a list of employees authorized to sign contracts and change orders.

8. **Consultant's Representations**

- a. The Consultant shall perform the Services outlined in Exhibit "A" in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing in the same locality under similar conditions. Consultant understands the nature and scope of services and shall perform all services as required in this Agreement.
- b. Consultant shall attend a weekly status meeting according to client's requests. Fees for weekly meetings shall be included in the lump sum price for the duration indicated in Exhibit "A"

9. **Indemnification** To the fullest extent permitted by law, Consultant shall indemnify and hold Client harmless from and against any and all claims, liabilities, demands, losses, actions, causes of action, damages, costs, expenses, fines, and penalties of every nature, including but not limited to those resulting from injury to persons or property, caused by Consultant's negligent act, error or omission in the performance of the Services under this Agreement or its breach of this Agreement. Consultant shall not be responsible to indemnify Client from any liability, claims, judgments, losses or demands that are caused by the negligence of the Client. In the event Client and Consultant are determined to be jointly at fault, any liability as between Client and Consultant shall be allocated between Client and Consultant in accordance with their proportionate share of such fault.

10. **Attorney's Fees** If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court shall award reasonable costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.

Contract #20000211

11. **Confidentiality of the Consultant** Consultant acknowledges and agrees that throughout the term of this Agreement, Consultant may obtain information about the Client or the project, which is highly sensitive and confidential. Except as required by law, or by a court of competent jurisdiction, Consultant agrees not to disclose Client confidential information to unrelated third parties outside the scope of the services without the express written consent of the Client. Nothing herein shall be deemed to prohibit Consultant from making a disclosure of a violation of law or of a matter necessary to protect the health or safety of any person. Consultant will notify Client prior to releasing any disks or maps provided to other consultants that are prepared in conjunction with any work/services for Client. Required coordination with any agency necessary for the approval or construction of this project is hereby granted.
12. **Insurance** Consultant shall, at its sole expense, maintain at all times during the full term of its services under this Agreement and is otherwise required hereunder, insurance coverage with limits not less than those set forth below with insurers licensed to do business in the State of Nevada and acceptable to the Client and under forms of policies satisfactory to the Client. No other requirements contained herein as to types, limits, or Client's approval of insurance Client coverage to be maintained by Consultant is intended to and shall not in any way or manner limit quality or quantity of the liabilities and obligations assumed by Consultant under this Agreement or otherwise as may be provided by law.

The following items must be submitted to the Insurance Coordinator of Rhodes Design and Development Corp prior to payment of any invoices or acceptance of any work, and Consultant agrees that it shall not be entitled to such payment until such time that the following have been received by Client:

- a. General Liability Insurance Coverage in the amount of \$2,000,000 aggregate. This Certificate holder's box must show the following names as additionally insured:

- Rhodes Ranch General Partnership
- Rhodes Homes
- James M Rhodes, Individually

This Certificate must also have attached an additional insured endorsement in a CG 2026 1185, or a CG2037 1001 FORMAI naming the same three names as additionally insured. The insurance company providing the insurance coverage must have an AM Best Rating of A+ or better and must be admitted in the state of Nevada.

The Name of the project must be noted in the Description Box (We require an Original Insurance Certificate for each project.)

- b. Comprehensive Automobile Liability Insurance in the amount of \$1,000,000.

5

Rhodes Design and Development Corp

Stanley Consultants

Contract #20000211

- c. State Industrial Insurance Certificate of Workmen's Compensation Insurance Certificate showing that you are covered. If self-insured, a certificate showing that you are covered.

Professional Liability

Consultant agrees to provide and maintain, at its expense, a Professional Liability Insurance Policy of \$1,000,000 per claim for a period not less than five (5) years after the date of the final completion of the work that is performed in accordance with the services if commercially available and affordable. Consultant shall provide Client with a copy of the terms and conditions of the policy providing Professional Liability coverage.

Consultant's Equipment Policy

Any such insurance policy covering Consultant's or outside consultant's or Consultant's equipment against loss by physical damage shall include an endorsement waiving the insurer's right of subrogation against the Indemnities. Such insurance shall be Consultant's and outside consultant's and in-house consultant's sole and complete means of recovery for any such loss. Should Consultant or any outside consultant or in-house consultant choose to self-insure this risk, it is expressly agreed that the Consultant and the outside consultant and in-house consultant hereby waive any claim for damage or loss to said equipment in favor in the Indemnities.

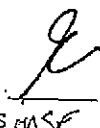
Other Requirements

Evidence of the insurance coverage required to be maintained by Consultant represented by Certificates of Insurance issued by the insurance carrier(s), must be furnished to the Client prior to Consultant starting its services. Certificates of Insurance shall specify the additional insured status mentioned above as well as the waivers of subrogation. Such Certificates of Insurance shall state that Client will be notified in writing thirty (30) days prior to cancellation or non-renewal of insurance. Consultant shall provide to Client a certified copy of any and all applicable insurance policies prior to requesting or receiving payment from Client and prior to starting work. Timely renewal certificates will be provided to Client as the coverage renews.

Insurance similar to that required of Consultant shall be provided by or on behalf of all outside consultants and in-house consultants to cover their operations performed under this Agreement. Consultant shall be held responsible for any modifications in these insurance requirements as they apply to Consultants. Consultant shall maintain Certificates of Insurance from all Consultants, enumerating, among other things, the waivers in favor of, and insured status of, the Indemnities, as required herein, and make them available to Client upon request. The term "Consultant(s)" shall include Consultants of any tier.

6

Rhodes Design and Development Corp.

Stanley Consultants 

Contract #20000211

13. Additional Required Documents

- a. State of Nevada License. Copy of unexpired license, if required by law.
- b. ~~Copy of current unexpired business licenses, whichever is applicable to the subdivision or job.~~
 - 1) ~~Clark County~~ N/A
 - 2) ~~City of Henderson~~
 - 3) ~~City of Las Vegas (City of Las Vegas does not reflect expiration date on business license; therefore, please send a copy of your renewal and front and back of cancelled check)~~ WGF 7/27/04

- c. A valid W-9 must be on file.

14. Use of Work Product

- a. Consultant's work product shall be delivered to Client per a schedule as mutually agreed by Consultant and Client per paragraph 16 of this Agreement and may be used by Client for any purpose connected with the project but in accordance with paragraph 16 of this Agreement. Consultant agrees to provide Client with the disks containing the work product of the Consultant, formatted as agreed upon at initiation of project, to the Client's specifications. Under no circumstances shall transfer of drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Consultant and the Consultant makes no warranties, either express or implied, of Consultant's items of work.
- b. Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for use by Client or others other than for their originally intended use at The Project. Any use of completed documents other than as originally intended, without written verification or approval by Consultant, will be at Client's sole risk and without liability or legal exposure to Consultant.
- c. Consultant shall not release any non-public data or work product prepared under this Agreement, (with exception to those documents that must be released to public record prior to approval or recordation), to any other consultant, entity, private/public organization, without the prior written authorization of Client.

15. Review and Approval of Work

7
Rhodes Design and Development Corp.
Stanley Consultants

Contract #20000211

- a. Client reserves the right to have the Consultant's work product reviewed by other consultants or by Client at its discretion. Consultant shall fully cooperate with the Client and its agents in review of its work product. Consultant shall immediately provide either appropriate changes or a written response as a result of such outside review. Additional costs if any for such changes and or responses shall be negotiated prior to making such changes and or responses. If said changes are for value engineering purposes, said revisions will be done after the Client has approved them, on a time and materials basis. If Client and Consultant are unable to resolve such dispute, Client and Consultant agree to mutually select an independent party to seek a resolution through mediation.
 - b. Provided the Consultant is given clear written and spoken directions from the Client, work is to conform to the Client's acceptance and internal specifications, as they are provided prior to start of work, in addition to City and County specifications, acceptance and approval. If there is a conflict between the Client's specifications and the governing agencies specifications, the governing agencies specifications shall prevail. Furthermore, Client requires that on or before 10% of the work is complete and on a regular basis thereafter, Consultant shall present its design to Client to obtain approval and/or advice on how to mitigate design discrepancies early in the process.
 - c. Consultant's work shall be in a manner consistent with that level of care and still ordinarily exercised by reputable members of the profession currently practicing in the same locality under similar conditions and shall be deemed complete when it has been signed, approved, recorded, and accepted by the applicable governing agencies, and the approved copies have been presented to Client.
16. **Schedule** If provided for in Consultant's Scope of Services, the Consultant will supply and update a detailed critical production/design review schedule on a weekly basis for tracking purposes including planned versus actual completion timeframes for both entity reviews and Consultant production. Consultant shall maintain the schedule as mutually agreed upon unless outside circumstances such as governmental reviews, natural disasters, or other unknown or uncontrollable influences occur. The client shall be notified immediately of any changes to the schedule. Additional fees may be required for any unforeseeable delays in the project that are outside the consultant's control.
17. **Changes** Client may, from time to time, require changes in the Scope of Services of the Consultant to be performed thereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between Client and Consultant, shall be incorporated in written amendments or Change Orders to this Agreement and signed by all parties hereto prior to performing additional services. Client and Consultant may request amendment of the provisions of this Agreement;

Contract #20000211

however, oral understandings shall not be binding. To be valid, all such amendments shall be made in writing and signed by all parties hereto.

18. **Waivers** No waiver or indulgence of any breach or series of breaches of this Agreement shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof, nor shall it affect the enforceability of any part of this Agreement. No waiver shall be valid or binding unless executed in writing by the waiving party.

19. **Termination**

- a. The Client may terminate this Agreement at any time by written notice to the Consultant subject to the payment of all fees and expenses incurred through the termination date. Upon such termination, Consultant shall deliver to the Client, plans, drawings, computer disks, and the like, prepared by the Consultant in connection with this Agreement of said Project. Consultant's plans, drawings and the like may be directly or indirectly used by the Client to the extent permitted by law; provided however, Client hereby agrees to indemnify and hold Consultant, its officers, directors, employees, consultants, and subcontractors, harmless from and against any and all claims, liabilities, demands, losses, actions, causes of action, damages, costs expenses, fines, and penalties of every nature, including but not limited to those resulting from injury to persons or property.
- b. This Agreement may not be terminated by Consultant except by breach of this Agreement by Client, to include nonpayment of fees within 30 days of invoice, which is not cured within fifteen (15) days following Client's receipt of Consultant's invoice.
- c. Changes to the approved plans without Client's authorization will be grounds for terminating this Agreement.
- d. In the event this Agreement is terminated, all finished or unfinished documents, data, drawings, models, photographs, reports or other material prepared by the Consultant under this Agreement shall become eligible for any intended use by Client, and Consultant shall be entitled to receive just and equitable compensation for work completed on such documents and other materials. All plans, documents, comments from agencies, and notes become eligible for any use by Client in return for the compensation received. Client is to receive from consultant copies, in hard copy and electronic format of all work performed by consultant for client regarding this project for the cost of duplication and reasonable personnel time.

20. **Assignability** Consultant shall not assign this Agreement or any portion thereof or any of its rights or obligations hereunder without the expressed written consent of the Client.

21. **Payment**

9
Rhodes Design and Development Corp.
Stanley Consultants

Contract #20000211

- a. Consultant shall provide Client with a monthly statement of fees and expenses by the 30th of each month for payment the following month. Statements received after the 30th of each month will be paid as if submitted the following month. Partial payment to the Consultant shall not be construed as approval or acceptance of work furnished hereunder.
- b. Fees and expenses described herein are not to exceed the fees as set forth in Exhibit "B" without the prior written approval of the Client. Client shall have no liability for payment of said fees should they exceed fees as set forth in Exhibit "B" without the prior written approval of the Client. All fees exceeding the amounts agreed to herein will be approved by both Client and Consultant prior to the commencement of services.
- c. Consultant shall pay, liens (including beneficial use liens), claims, charges, or other impositions of any nature or kind imposed upon Consultant, or arising out of or in connection with, the services performed or materials provided for hereunder and shall hold harmless and indemnify Client therefrom. Client reserves the right to pay any liens that are imposed as a result of any work performed by sub-consultants of Consultant. Consultant shall reimburse Client for such payments. The fees in this proposal do not include any taxes, if any, whether local, state, or federal on professional services, including but not limited to sales tax. The amounts of any taxes will be added to the professional service fees as they are invoiced and will be identified as such.
- d. Consultant shall be held responsible for errors in the field created by ^(as determined by due process) ~~Consultant's designs~~ ^{negligent} Consultant's designs. Consultant shall be informed of errors immediately upon discovery and shall have the right to make adjustments to the plans to correct the error. Consultant shall have the right to review the costs submitted by the Contractor for the remedy prior to commencement.
22. Notice Any notice in this Agreement shall be in writing and shall be effective upon personal delivery or certified mailing return receipt requested when deposited in the United States mail, or upon confirmed transmission by telegram, cable, telex, or a facsimile.
23. Entire Agreement This Agreement contains all the terms, conditions, and provisions hereof creating the understanding and representations of the parties relating thereto regarding this Project. All such prior written and/or oral proposals, representations, understandings, and discussions are superseded by this Agreement. This Agreement may only be modified or amended by further written agreement executed by the parties hereto.
24. Authority Each of the undersigned signatories declare and represent that they are duly authorized to sign this Agreement and bind each of the parties hereto to all the terms and conditions as outlined herein.

10

Rhodes Design and Development Corp.

Stanley Consultants

ST-RH034795

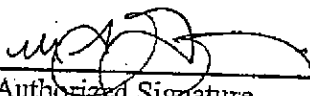
Contract #20000211

25. **Binding Effect** This Agreement shall be binding upon the heirs, personal representatives, successors, and/or assigns of the Consultant.
26. **Return of Agreement** Consultant shall execute and return this Agreement within five calendar days from the date of the Agreement. Consultant shall not commence with services and/or work prior to receipt of a fully executed Agreement. Consultant shall be due no payments for work completed until both parties have fully executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Stanley Consultants
5820 South Eastern Ave #200
Las Vegas, NV, 89119
Phone 702-369-9396
Fax 702-933-0222


Rhodes Design and Development Corp.
4730 S. Fort Apache Rd., Suite 300
Las Vegas, NV 89147
Phone (702) 873-5338
Fax (702) 220-9248



Authorized Signature 7/27/04
Date

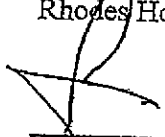
Shawn Fleming

Print Name



Ged Woelke, Director 8/4/04
Date

If contract amount is over \$25,000, then two (2) Rhodes Homes signatures are required



James Bevan, CFO Date

11
Rhodes Design and Development Corp.
Stanley Consultants

ST-RH034796

Contract #20000211

Exhibit "A"

SCOPE OF SERVICES

PROJECT UNDERSTANDING

It is the understanding of Stanley Consultants, Inc (Consultant), that Rhodes Homes (Client) intends to develop approximately 7600 acres of residential and/or commercial subdivision located within Mojave County near the City of Kingman, Arizona. This site is located east of U. S. Highway 66 and north of Interstate 40. Our understanding of the Project has come from conversations with the Client.

It is our understanding that the proposed Project will require off-site improvements. Consultant shall investigate this project in an exclusive nature to the best of their ability.

Listed below is a breakdown for the preliminary _ Phase I Scope of Work. Included herein is the scope of work, compensation and schedule for Phase I services (only).

CLIENT RESPONSIBILITIES

In the preparation of this scope of services it has been assumed that the Client will supply to Consultant the following:

- Geotechnical and Environmental (vegetation and hazardous) Reports
- Roadway, topography and aerial mapping
- Agency processing and permit fees
- Preliminary and Final Geotechnical Reports
- Preliminary Title Reports, including copies of the exceptions
- Executed off-site easements including drainage utilities, and/or site access, as required
- Completed application forms and supplemental information
- Proposed deed restrictions and CC&Rs
- Geological, Archeological, and Tortoise Studies
- Normal reimbursable expenses such as mileage and reproductions which will be billed at direct cost plus 10%

Stanley Consultants Inc agrees to perform the following Scope of Services:

PRELIMINARY - PHASE I

The tasks contained in this phase of the scope of work are required prior to the finalization of the subdivision design and final map preparation.

1. Topography and Aerial Mapping

- A field survey will be performed to establish horizontal and vertical ground control points for use in aerial photogrammetry. The vertical datum will be based on NAVD88 and the horizontal datum will be based on NAVD83, utilizing GPS survey techniques.
- The flight, aerial mapping and DIM will be provided by a sub-consultant. The mapping and DTM will be sufficient to provide 5-foot contours on the subject property.

12

Rhodes Design and Development Corp

Stanley Consultants

Contract #20000211

- The mapping will include a 1-foot contour map for up to three sections (640 acres) of subject project. The three sections will be determined by the client. Additional sections will be provided on a time and materials basis in addition to the contract amount following client approval.
- A survey drawing will be prepared depicting the field information for the subject tract
- Boundary will be based on maps of record. Not a field survey.
- The survey drawing will be available in hard copy and electronic format (AutoCad, Rel. 2002) as required.
- Services are based on the authorization for the survey team to enter the property for purposes of conducting the scope of services required for the project.
- The services herein are based on the receipt of a current title report with copies of all deeds and instruments referenced therein. (Supplied by owner).
- This survey will not include any references to: lease agreements, oil, gas and mineral rights, matters that are strictly contractual and items which cannot be located upon the subject tract by a specific physical description. Those matters are given constructive notice in a title commitment and must otherwise be addressed by the parties involved and/or addressed by legal counsel. This survey will not address: compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyors expertise. Any special survey requirements, changes to our standard certification, special items in the certification required by any other party and agreed by the surveyor, must be negotiated before any work is commenced. If ALTA/ACSM survey requirements are needed, additional charges will be assessed.

2. Base Project Exhibit and Photo records

- Consultant shall prepare a project exhibit for use and discussion. The exhibit will be computer generated and include property boundaries and ground topography.
- Consultant will prepare a photo record booklet including ground level photography and one low level helicopter aerial record.
- Consultant shall prepare an ownership map to depict all properties adjacent to the Rhodes owned property. The investigation will include land understood to be in the boundaries of the "grazing Rights" area as shown on the original map provided by client.
- Consultant shall investigate the availability of Landis cor type area wide map for general use.

3. Infrastructure

- Consultant shall research, analyze and develop conceptual approaches to water, wastewater and drainage infrastructure to consist of the following:

- Layout of water and sewer alignments

*This task
Stopped on 8/14
Per discussion
w/ Charles Sains
and Rick*

Contract #20000211

- Layout of general drainage patterns and major facilities for the proposed plan

- Investigation will include water quality investigation with treatment and/or disinfection requirements.
- Work will include a computer generated map of the subject project property and immediate adjacent properties. This map/exhibit will be used for all preliminary planning activities, utilities services investigations and graphic depiction.
- Consultant will prepare up to two (2) separate facility plans based on two land plan schemes as prepared by others.
- Investigation will include wastewater treatment strategies for on-site, off-site and hauling methods of wastewater management.
- Effluent Reuse and Disposal alternatives will be investigated and reported

4. Constraints Exhibit with Off-site Improvements

- Consultant shall incorporate all due diligence/intelligence gathered and/or calculated as part of the preliminary report preparation and investigation and develop an over-all area wide constraints map that clearly defines all utility connections and discharge points. All utilities include: water, sewer, storm drainage, roadway/streets, gas, electrical, cable, telephone, airport (safe zone /noise contours) and fiber optics (when applicable).
- Consultant shall meet with all local providers of utilities services, City of Kingman, County and/or other jurisdictional review agencies to provide a completed and concise constraints exhibit.

5. Land Use

- Consultant shall investigate the requirement to complete a General Plan Amendment, zone change applications, facility plan, special use permits and other entitlements that may be required to support this project. Special or independent land use submittals packages that may be desired by the client will be completed on a time and materials basis in addition to the contract amount following approval from the client
- Consultant shall investigate economical development activity and status in the Kingman area and report findings.
- Consultant shall investigate the political environment and present their findings.

6. Drainage Study

- Consultant shall prepare a conceptual on-site technical drainage study for the Project. The study will address existing drainage concerns impacting this site. The conceptual drainage study will be prepared in accordance with the City of Kingman or County, area flood control standards. The consultant will be sensitive to the conditions and requirements of FEMA during the preparation of the Technical Drainage Study. Local drainage conditions will be incorporated in a manner that meets FEMA requirements. No regional or off-site area wide Drainage Report is included as part of this project. The consultant will conduct up to two (2) special meetings with area Flood Control

Contract #20000211

Representatives to minimize the area to be studied to meet the approval of the County or City of Kingman subdivision standards

- This task is based on the preparation of one drainage study for the Project. Additional Drainage investigation shall be performed by the consultant at the clients direction on a time and materials basis in addition to the contract amount following approval from the client.

7. Water Supply /Demand

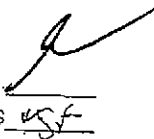
- Consultant shall calculate a preliminary water demand for the property to determine the overall usage and storage for the ultimate buildout.
- Consultant shall investigate two possible water service strategies for the property (if applicable).
- Consultant shall prepare a summary report of the preliminary pipe size and backbone layout proposed for the property. The summary report will analyze potential water pressures and facilities required for domestic water supply.
- Consultant shall investigate the Arizona Department of Water resources and reaserch the availability of a ground water contour map to show approximate ground water activity and levels. This effort will only include available information as determined by a search of existing and readily available records. No self performing activities will be involved by the consultant to determine ground water availability, quality and / or depth from ground surface.

8. Traffic Impact Analysis and Transportation Infrastructure

- Consultant will prepare a traffic impact study to address the impact to local streets and U.S. Highway 66 and Interstate 40. The traffic study will evaluate general (maximum density) on-site and off-site circulation and allowable turning movements at key intersections. The traffic study will project the traffic generation characteristics of the project and the participation required from the Client.
- This proposal excludes traffic signal designs, gap analysis, progression analysis, regional traffic modeling or other traffic engineering services not specifically listed above. Should Client desire such services, Consultant shall provide these services as an extra service to the contract.

9. Engineer's Quantity/Cost Estimates

- Consultant shall prepare quantity estimates for major project components such as:
 - Interchange and major arterials (access to site and main circulation marketing trail)
 - Backbone water storage and pumping facilities and main pipelines
 - Backbone Sewer Infrastructure improvements
 - Backbone Drainage facilities



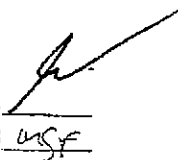
Contract #20000211

10. Engineering/Planning (Meetings, Exhibits and Workshops)

- Attend meetings, prepare exhibits and provide calculations as required for completion of Phase I services.

11. Environmental Study

- Consultant will prepare or have prepared a Phase I Environmental Site Assessment (ESA) for the property. Services will be conducted in general conformance with the scope and limitations with the American Society of Testing and Materials (ASTM) E1527-00



Contract #20000211

Exhibit "B"

T+M

Schedule of Values

Phase I - Preliminary Plan Compensation Budget:

Topography and Aerial Mapping	\$ 105,000
Base Project Exhibit and Photo record	15,000
Infrastructure	\$ 25,000
Constraints Exhibit and Off-site Improvements	\$ 12,000
Land Use	\$ 10,000
Drainage Study	\$ 35,000
Water supply/Demand	\$ 20,000
Traffic Impact Analysis and Transportation Infrastructure	\$ 15,000
Engineer's Conceptual Quantity/Cost Estimates	\$ 10,000
Engineering/Planning (Meeting, Exhibits and Workshops)	\$ 15,000
Preliminary Environmental Study	\$ 20,000

Time and materials not to exceed \$282,000.00

Contract #20000211

Exhibit "C"

Project Schedule

Each report will be prepared in a format that may be used at a later date for more specific detailed technical studies

Detailed Technical Studies	Target 2004 date completion
1. Topography Aerial mapping	August 8 27
2. Project exhibits	July 19 – August 9
3. Infrastructure	August 20
4. Constraints exhibit – off-sites	July 30
5. Land Use	to be determined following planning layout and approval
6. Drainage Study	August 31
7. Water Supply/Demand	August 20
8. Traffic Impact Analysis and Transportation Infrastructure	August 21
9. Meetings	Ongoing
10. Preliminary Environmental Study	August 31

Contract #20000211

Exhibit "D"

CHANGE ORDER

Rhodes Design and Development

4730 South Fort Apache Rd., Suite 300

Las Vegas, NV 89147

(702) 873-5338 Phone

(702) 873-5129 Fax

Change Order

Change Order #:

Client: Rhodes Ranch General Partnership

Consultant: Stanley Consultants

Project Name: Kingman 7600

Description of Work: Civil Engineering

Consultant Agreement Date: 7/22/2004

Contract #: 20000211

This Change Order is made this _____ day of _____, _____ by and between
and _____ for the following changes in work:

(Describe changes in work required, reasons for the change and associated costs of said change)

Owner agrees to pay for all changes, if approved and required for the satisfactory completion of the work, performed by the Consultant under this Change Order according to the terms of the Consultant Agreement. The amount paid by the Owner shall be full compensation for all work requested and for all effect of this document on the work. The change, if any, in the Contract Price shall be computed according to one of the following methods:

(Check method appropriate to the requested Change Order)

____ 1 No Change

____ 2 Costs plus a Fee

\$ _____

19

Rhodes Design and Development Corp

Stanley Consultants

Contract #20000211

___ 3 Unit Price \$ _____
 ___ 4 Lump Sum of \$ _____

If items 2. Or 3 are marked, Consultant shall submit promptly to Client such itemized labor and material breakdown as Client may require for work performed or deleted from the Consultant Agreement by this Change Order. The Consultant shall include the cost of such change in its next application for payment in a separate line item.

The change, if any, in the 's Project Schedule resulting for the work requested by the Change Order shall be determined according to the terms of the Consultant Agreement and allows for (check as appropriate) ___ an additional ___ deletion of ___ (___) days

The undersigned agree to the changes, additions, modifications or revisions in the work and, if warranted by the Change Order, an adjustment in the Contract Price or the Client's Project Schedule, or terms and conditions of the Contract Documents, issued on or after the Effective Date of the Consultant Agreement

Stanley Consultants

Rhodes Homes

Authorized Signature _____

Authorized Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

Sample Copy

20

Rhodes Design and Development Corp

Stanley Consultants

ST-RH034805